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Supreme Court, U.S.
FILED
932056 APR 29 1994
OFFICE OF THE CLERK

No.

IN THE SUPREME COURT
OF THE
UNITED STATES OF AMERICA

October Term, 1993

STUART WESLINGTON REICHSTEIN,
Petitioner

vs.

NALICO INTERNATIONAL CORPORATION, et al,
Respondents

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

PETITION FOR WRIT OF CERTIORARI

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60 pp

QUESTIONS PRESENTED

Weren't the several specific instances of unfair and manifestly clear discriminatory acts by the district court of the United States of America over a three year period by three different judges that wrongfully influenced the outcome of the case having produced two conflicting final Orders on the same date that contradicted both the substantive material of record as well as that material which had been intentionally omitted from the record the clear denial of a pro se litigant's equal protection guaranteed by the Fourteenth Amendment to the Constitution of the United States of America?

Isn't a licensed lawyer's verbal acknowledgment to a court that his or her voluntary presence in the court for two named defendants, one of whom was hitherto unserved, tantamount and equal to service made by a legal server?

Isn't the acceptance by the clerk of the court of known in-default document as one that is wrongfully regarded as bona fide from a licensed lawyer the manifested act of the presence of a conspiracy between them to violate the Federal Rules of Civil Procedure?

LIST OF PARTIES

The parties to the proceedings below were Petitioner Stuart Weslington Reichstein; Respondents Nalico International Corporation, Nalico Europe, S.A., All American Life Insurance Company, Robert W. Woodward, Massachusetts General Life Insurance Company.

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OPINIONS BELOW

United States Court of Appeals for the
Third Circuit, No. 93-7248, JUDGEMENT ORDER
Dated October 22, 1993; and

United States Court of Appeals for the
Third Circuit, No. 93-7248, SUR PETITION
FOR REHEARING denied. Dated NOV 30, 1993.

"United States District Court
For the District of Delaware No. CA 90-133-JJF,
Dated 30 March 1993
IT IS HEREBY ORDERED that:

1. This action is DISMISSED
2. All pending motions are DENIED as moot."

"United States District Court
For the District of Delaware No. CA 90-133-JJF,
Dated 30 March 1993
IT IS HEREBY ORDERED that this action is dismissed without prejudice as to Defendants Nalico Europe, S.A. and Robert W. Woodward."

JURISDICTION

The Court of Appeals for the Third Circuit JUDGEMENT ORDER in this lawsuit was made on October 19, 1993, No. 93-7248 Affirmed the lower court's two dismissal Orders. The Court of Appeals for the Third Circuit No. 93-7248 SUR PETITION FOR REHEARING was denied on November 30, 1993.

This Court's jurisdiction is invoked under Title 28, U.S.C. Section 1254 (I). The court of first instance jurisdiction was 28 U.S.C. 1332, 28 U.S.C. 1331(a) and 18 U.S.C. 1961 et seq.

CONSTITUTIONAL PROVISIONS

The Fourteenth Amendment to the Constitution of the United States of America; that guarantees the equal protection under the law.

STATEMENT OF THE CASE

On the 6th of July 1959 Reichstein entered into an Agreement with Robert W. Woodward for which Reichstein would furnish all the financial requirements needed to start and sustain the newly organized Woodward General Agency for operations and business development overseas, i.e., Europe as a starting area, for which Woodward conveyed one-half interest in the General Agency's contract with North American Life Insurance Company of Chicago which Woodward had obtained in May 1959 and could do nothing on his own to start his General Agency. Woodward, in July 1959, had been a recent dischargee Corporal in the U.S. Army Medical Corps in Germany, with zero experience as a General Agent, with negligible experience as a sales agent, and totally without capital to undertake starting a large general agency overseas, not to overlook having any credit rating or commercial banking connection anywhere. Petitioner did considerably more than advance the Agency two hundred ninety thousand dollars for start-up seed monies, management and expansion expenses, by personally interviewing, and retaining, sales agents in Europe

and stateside, establishing the sales format under the U.S. Department of Defense Directive and U.S. Army Regulations, while also having made available one hundred fourteen european branches of the American military International Insurance Association to Agency sales agents for customer prospecting, and the use of the branch offices for meetings with prospective customers–all of these "pluses" at no cost to the Agency. Petitioner was struck severely ill in July 1962 at which time, according to Woodward's October 18, 1989 meeting with Reichstein in the Madison Hotel, Washington, D.C. confession to Reichstein, Woodward and his confederate conspirator, North American Life Insurance Company of Chicago officers, secretly demised and concealed his General Agent's contract in favor of a pre-arranged General Agent contract with Fred Beardsley, "Fronting" for Woodward, demising also embraced North American Life having surreptitiously transferred our Agency's cash on hand, accounts receivable, earned and unearned policy premium North American Life commissions, volume and persistency awards, stock certificates and options, and en masse transfer of every Agency's sales agent contract to

the Beardsley Agency, whereupon, simultaneously Beardsley issued an Irrevocable Assignment of all monies received from North American Life were assigned to Robert W. Woodward and Nalico International Corporation. However, petitioner comes by his experience as a sales agent and a general agent in the military insurance business, as being at the forefront of protection of the Armed Services personnel's fair and best interests by having exposed corruption in the Headquarters United States Army Europe, Heidelberg, Germany. The United States House of Representatives was authorized by the Speaker, The Honorable Joseph W. Martin, Jr., to convene the Armed Services Sub-Committee, after Congress had adjourned, in the United States Courthouse in Cincinnati, Ohio, on November 10, 1954, the District of the sub-committee Chairman, the Honorable William E. Hess, and at which Reichstein was the Congressional Star witness. Following hearings in Germany, the first time a Committee of the Congress ever convened in either Occupied Germany or in the newly formed Bundesrepublik; petitioner was subsequently asked to assist in drafting new Department of Defense Directives for Commercial Life

Insurance procedures and sales to members of the U.S. Armed Forces, which petitioner with alacrity did do, at no expense to the Federal Government, in late 1955 and in 1956, as a consultant. With unreserved humility petitioner is well informed in all aspects of military life insurance, and defendant Woodward got an awfully large, rewarding free ride when petitioner agreed to become one-half owner of the Woodward General Agency. Following service of complaint and subpoena of Nalico International Corporation's Delaware registered agent on March 28, 1990, their lawyers Prickett, Jones, Elliott, Kristol & Schnee filed Mr. Schnee's Entry of Appearance on May 7, 1990, which the Deputy Clerk of the Court, Brian Blackwell, accepted even though the Entry of Appearance was in-default; the Local Rules of Civil Practice required Mr. Schnee to have filed a Motion By Leave of Court Permission to file his in-default Entry of Appearance which indicated Lawyer Schnee's scoffing contumacy to the Federal Rules of Civil Procedure he had sworn to uphold, which set the atmosphere of res gestae from May 7, 1990 to March 30, 1993 in this case. Accordingly, petitioner's Motion For Default Judgement against Nalico

International should never have been denied because not only was the said Entry of Appearance in-default, it was also a legal nullity for not having paid State of Delaware Franchise Taxes for 1989 and 1990, was without a State of Delaware License as an insurance broker or agent, and accordingly was without standing as a corporation in good standing before the District Court. The first hearing took place on October 17, 1990, at which time the Court intensively interrogated petitioner as delineated in the Court's March 30, 1993 MEMORANDUM OPINION at page 4, and to the Court's first question, petitioner was not quite sure that all the briefing on the motion for summary judgement was complete; petitioner's reply was tentative, "I believe, yes, sir.", because petitioner's thought was that if it wasn't complete that petitioner would have the opportunity to correct or elaborate further, at an early date. When the Court asked, at onset, whether anyone had entered a special appearance for Woodward or his corporation, it was met by "no response"; although Mr. Theuer of Semmes, Bowen & Semmes, who represented, and still does to this date, represent Defendant Woodward, was present, as was Mr.

Schnee. A cropped transcript of the October 17, 1990 hearing had been included in the MEMORANDUM OPINION, while the second hearing on May 3, 1991 curiously had never been included in said MEMORANDUM, viz., (APP No. [7])

Petitioner's shock at listening to the appended May 3, 1991 hearing combined with lèse majesté not to embarrass the Chief Judge of a Court of the United States of America, hoping that His Honor would promptly see that not only had service been effected legally on Nalico Europe, S.A. on 6th December 1990 and confirmed and entered on the District Court's record on February 4, 1991 [DI55] but that said Service of Complaint and Subpoena had been effectuated via The Hague Convention which, by treaty between the Kingdom of Belgium and the United States of America, provides jurisdiction to the United States Court. However, His Honor never thusly resolved this legal point by withdrawing his denial of petitioner's motion for default. Consequently, the court erred. Mr. Bonkowski's surprising burst of long concealed candor noted that he was waiting for a translation—he didn't state from the French language, it was His Honor who referred to the French lan-

guage–but Mr. Bonkowski did not illumine His Honor from whence he had received the said paper that ostensibly so badly cried out for translation, neither did His Honor routinely or intensely enquire of Mr. Bonkowski where that paper came from–singularly because His Honor knew that The Hague Convention requires, for Service in Belgium, that all such documents be prepared in addition to English, to be translated into either French or Dutch languages as well; in this instance petitioner's papers were in French with copies having been filed with the Clerk of the District Court at the time said Complaint and Subpoena were transmitted to the Belgium Ministere de la Justice.

Hence, at the very moment that Mr. Bonkowski stated:

> "We have no knowledge to date of service being made on either Nalico Europe or Mr. Woodward". "It may or may not be true, when we see a translation of <u>the service that has been presented."</u>

Thus, from one breath to another Mr. Bonkowski contradicted himself, and indisputably verified that Nalico Europe has been legally served, and that Semmes, Bowen & Semmes' partner, Michael F. Bonkowski, Esquire, had failed to furnish the

District Court with Nalico Europe, S.A.'s requisite Answer in consonance with The Federal Rules of Civil Procedure, Rule 7.(a), which drew no sanctions from His Honor.

While Mr. Bonkowski stated that:

> "I'm here for the Nalico and Woodward defendants."

He only included one defendant,

> "As to Woodward, I think, the dismissal has to be entered."

as the Court thusly wrongfully dismissed defendant Woodward, Nalico Europe's Counsel Bonkowski did not urge the Court to also dismiss Nalico Europe, S.A., because Counsel Bonkowski realized that the fait accompli of Nalico Europe having been officially served obviated any consideration be accorded to even the gesture of suggesting that Nalico Europe be dismissed because of non-service, which had since February 1991 been in the Court record as legally served. However, Mr. Bonkowski's personal appearance and declaration to the Court added another dimension to both the status of Counsel Bonkowski as well as that of Defendant Woodward vis-a-vis the overall status of this case. Accordingly, when Mr. Bonkowski appeared

before the Court for defendants Nalico and Woodward which the Court acknowledged and accepted without question, the Court thereby conformed Counsel Bonkowski's presence to the equivalency of service having been fait accompli made on Woodward by a U.S. Marshal. The Court erred in having wrongfully applied the Federal Rules of Civil Procedure, Rule 4.(j) to the one hundred twenty day restriction for service, when it, willfully, prejudicially, exempted the last sentence:

> "This subdivision shall not apply to service in a foreign country pursuant to subdivision (i) of this rule." (Petitioner's emphasis)

In view of the Court's omission from its MEMORANDUM OPINION of the May 3, 1991 hearing, it can rightly signify that the Court obviously disdained the revelations that would have considerably advanced and conspicuously and convincingly bolstered petitioner's cause in this case, at an early date, which clearly manifested appalling bias, prejudice, animus, and discrimination against petitioner solely because he was pro se.

The Court in its MEMORANDUM OPINION, at page 1, incredibly displayed its fundamentally incorrect position when

it stated:

> "Although numerous efforts have been made by the plaintiff, service of the Complaint on Defendants Nalico Europe and Woodward has never been accomplished. The Court, by way of Order dated March 30, 1993, dismissed this action as it relates to defendants Nalico Europe and Woodward concluding that jurisdiction over these defendants could not be properly exercised and that service had not been made, as required, within 120 days. (Docket Item 88)." (Petitioner's emphasis)

Counsel Bonkowski's May 3, 1991 declared representation of defendants Nalico Europe and Robert Woodward was independently verified by his colleague Counsel Bettina L. Tweardy in her June 23, 1992 letter to the Honorable Sue L. Robinson, which raises the serious question of why Mr. Bonkowski had deliberately failed to file his Answer with the court erred impunity, for his clients Nalico Europe and Woodward after over one year from the time Nalico Europe sent him petitioner's Complaint and subpoena approximately the third week in December 1990, and after having stated to the Court on May 3, 1991 that he represented Nalico Europe and Woodward.

The Court wrongfully failed to impose appropriate punishment on Semmes, Bowen & Semmes and its partner

Michael F. Bonkowski, Esquire, an officer of the court, for their wilfully contumacious acts on this significant legal point.

Petitioner experienced endemic acts of bias, prejudice and discrimination in this lawsuit even from the Deputy Clerk of the Court, Brian Blackwell, in addition to he having knowingly and wrongfully accepted Lawyer Schnee's in-default Entry of Appearance, and Mr. Blackwell's wrongful denial of petitioner's Motion For Default judgement against Nalico International was supplemented by not sending petitioner defendants' papers filed with the clerk's office which petitioner was entitled to receive from Lawyer Schnee.

The ominous presence of bias, prejudice and discrimination is egregiously demonstrable in the Court's May 18, 1992 ORDER which wrongfully denied plaintiff's motion to amend complaint (D.I. 59), which then added:

> "Plaintiff's proposed amendments apparently add facts, not legal theories; said facts are a part of the record or can be made a part of the record by way of plaintiff's affidavit in opposition to defendant's motions for summary judgement."

Whereupon petitioner submitted his affidavit, in accordance with the Court's ORDER, only to see that it was struck down

by Defendant All American Life's lawyer Bettina Tweardy, Esquire's June 25, 1992 motion to strike within less than one week's time.

Nalico International's State of Delaware Annual Franchise Tax Reports for 1988, 1990, 1991 clearly show in Item 5. "Principal Place of Business Outside Of Delaware" to be unstated. Lawyer Schnee, however, cropped his phony accusation of petitioner's supposed dereliction to the reduced words: "Principal Place Of Business" which doesn't change his hoax, deception, not only on the Court but also on petitioner, elaborating that his impossible bogus requirement to sustain jurisdiction requires dismissal. Petitioner hadn't included Massachusetts General Life's incorporation state, only its principal place of business in Denver, Colorado, the only address on their papers, since service was effected on the Delaware Insurance Commission indicating that Massachusetts General was authorized to do business in the State of Delaware, it was incorporated elsewhere, hence establishing diversity. The larger underlying issues vis-a-vis such unethical professional conduct turn on the defendants' lawyers uninhibited conspiracy

aimed between them to demand dismissal for their patently bogus contention, which, when coupled with Nalico International's Lawyers Schnee and Theurer's contumacious disregard for the Federal Rules of Civil Procedure and the Local Rules of Civil Practice regarding their Entry of Appearance in-default filing with the Clerk of the Court instead of applying for Leave to the Court for leave to file in-default, which is perhaps too puzzling why the Court in its MEMORANDUM OPINION had placed such preferential, undeserved, credence on the defendants' lawyers' fallacious conclusions, and sundry hypotheses, along with defendants' lawyers vacuous understanding of the applicable U.S. Department of Defense Directive 1344.7 and U.S. Army Regulation 210-7 bearing on the elements of the racketeering fraud RICO statutes 18 U.S.C. 1961-1964. The defendants' lawyers tried to inaccurately twist Glessner v. Kenny 952 F.2d 702 (3rd Cir. 1991) to appear congruous with the instant case's uninterrupted conducting of an enterprise through a pattern of racketeering activity, which Glessner can't come near replicating. Moreover, Glessner for any use to defendants' lawyers it might have had are nullified at 705,

> "Relying on deposition testimony the district court dismissed the RICO claims," (Petitioner's emphasis)

which stressed the point that petitioner was blocked by the premature unjustified Stay Order even as it had just barely begun with petitioner's initial interrogatories and production request which resulted in insultingly evasive, incomplete, boiler-plate transparently bogus replies, which the Courts under subdivision (a)(3) of Rule 37 have treated as "Failure to Answer," to which petitioner's Motion to Compel had been consistently prejudicially denied. One of the defendants' non-answers even contumaciously relied on their pending Motion to Stay as a specious, absurd, reason for refusing to answer. Support for petitioner's position that the collective responses to petitioner's interrogatories of Defendants All American Life, Massachusetts General Life, Nalico International lawyers were improper and worthless, is found in:

> Washington State Physicians Insurance Exchange & Association, et al., Respondents v. Fisions Corporation, Appellant. 122 Wn.2D 299 (1993)

in which the Washington State high court, on one of the questions before it, stated:

> "It appears that no conceivable discovery request could have been made by the doctor that would have uncovered relevant documents, given the response of the drug company."

Accordingly, petitioner's discovery interrogatories requests were laughed-off by defendants' lawyers whose unseen agenda included their combined conspiracy to stall, lie, stonewall, macabrely awaiting petitioner's imminently expected death, and the ending of his lawsuit. The Court granted only one Motion to Compel which produced a study in non-answering tactical rhetoric. Accordingly, the Court discriminated against petitioner and prejudicially hurt and stymied petitioner's every effort to learn the truth and facts from, and through, defendants.

Keystone Ins. Co. v. Houghton, 863 F2d 1125 (3rd Cir. 1988);

> "Congress mandated that RICO: shall be liberally construed to effectuate its remedial purpose."

The Court railroaded Petitioner when it wrongfully granted Defendant All American Life's cowardly, unjustified, and palpably premature Motion to Stay Discovery pending resolution of the pending Motion for Summary Judgement, following briefing and oral argument of the Court on October 17, 1990,

which was both unclear to petitioner as well as palpably biased, since only petitioner was intensely interrogated by the Chief Judge, while the two lawyers present refused to answer when His Honor asked

> "whether special entries had been filed for Woodward or his corporation,"

which His Honor failed to interrogate or have explained. The MEMORANDUM OPINION cropped October 17, 1990 hearing transcript omits pertinent details, apropos the significance of knowing the representation affiliations of the said present Lawyers Schnee and Theuer to defendants, surfaced at the May 3, 1991 hearing when Lawyer Bonkowski, of Semmes, Bowen & Semmes–Mr. Theurer's successor in this case, who is also a Semmes, Bowen & Semmes licensed lawyer, voluntarily stated that he was there for defendants Nalico and Woodward. Again, His Honor ignored asking for elaboration on having in his possession a French language paper which was a regular requirement translation of plaintiff's Complaint and Subpoena under the terms of The Hague Convention. This event scarcely could be a liberal construction of the RICO Statute 18 U.S.C. 1961.

The Court railroaded petitioner when it granted All American Life's Lawyer James W. Semple's cowardly, utterly without foundation, motion to stay discovery pending resolution of the pending Motion for Summary Judgement, and also which trespassed on

> Congress mandated that RICO "shall be liberally construed to effectuate its remedial purpose."

Applying the Congressional standard ought to have been a matter of genuine concern to the Court, particularly in weighing the quality of the character whose statements are made on the record, id est: Lawyer James W. Semple's answer of All American Life Insurance Company to Second Amended Complaint of May 10, 1990 at 16.(a)

> "It is admitted that the plaintiff, through his legal counsel, corresponded with Mr. Michelloti, Vice-President and Counsel of this answering defendant, in 1980. Any meeting is denied."

Lawyer Semple's "Any meeting is denied." is a cowardly, terrible lie. Petitioner met with Mr. Michelloti in this office on West Higgins Road, Chicago, Illinois, mid-morning of December 15, 1980, in the company of his attorney, Bertram A. Stone, Esquire. Mr. Stone's Affidavit and accompanying

correspondence with Mr. Michelloti, and Petitioner's 4th October 1990 Affidavit, and Petitioner's 11 February 1981 letter to Mr. Michelloti along with the Washington Post December 15, 1980 newspaper article on Victor Marchetti, which Mr. Michelloti had requested that I send him when I returned home.

Accordingly, Lawyer Semple perjured himself on May 10, 1990 when he swore that Mr. Michellotti denied meeting Bertram A. Stone, Esquire, and myself on December 15, 1980. Counsel Semple recklessly, deliberately, ignored and failed to grasp the extreme seriousness and gravity of his falsely sworn statement, in that by so having falsely sworn, he made Bertram A. Stone, Esquire and this petitioner to be perjurers via our respective affidavits. This is still another example of bias and prejudice by defendants' lawyers who belittled and discriminated against pro se petitioner.

The Court's MEMORANDUM OPINION at page 6 goes to the root of the Court's bias and prejudice against this pro se, when in the fourth line from the top of the page, there is now quoted,:

> "In 1970 or 1971, when Woodward dissolved an agreement between Woodward Agency and North American Life Insurance Company of Chicago in favor of a newly formed company of which he was the primary shareholder."

Accordingly, the Court thereby placed its cachet on Woodward's massive RICO clandestine, concealed, and covered-up racketeering fraud perpetrated on Reichstein. The Court failed to inter alia reveal and announce that separating the words "Woodward" – "dissolved" there was the imperative requisite for the adverbs "fraudulently" [and] "clandestinely" be inserted in order to express the Court's recognition of the facts and the truth. As the Court's supra quoted MEMORANDUM OPINION now stands, the Court's prestige validates Woodward's and his confederate officers of North American Life Insurance Company of Chicago and the merged All American Life Insurance Company's conspiracy and their implementation, concealment, and cover-up of their acts as acceptable legal practices in the eyes of the Court. Thusly, parallel-wise the Court expressed its position as having wrongfully accepted Woodward's et al secret racketeering RICO fraud. Further the verb, "Dissolved" is the defendants' lawyers' euphemism for

"eliminated" "demised" an agreement which was not Woodward's sole property to dispose of; notwithstanding the absence of consideration, the badge of racketeering RICO fraud, further compounded by concealment of Woodward's et al racketeering RICO fraud; the concealment dates back to the 1980's as reflected in the June 2, 1982 letter received from Woodward's law firm, Semmes, Bowen & Semmes and Lawyer Howell in reply to Reichstein's May 25, 1982 letter, which is plainly indicative of lawyer Howell's scienter status and willful cover-up of Woodward's massive racketeering RICO fraud, while Mr. Howell's nonsensical remark about insulting and defaming comments set forth in various papers filed with the Court is unalloyed cui bono, for this was the lawyer who unethically included discredited accusations printed in Germany by an English language, long bankrupt, German weekly tabloid which was also banned from U.S. Army Post Exchange news stands for bribery taking to print stories, which however ancillary to lawyer Howell's unethical professional behavior, his letter also served to illumine the huge insurmountable difficulties Reichstein encountered in trying to piece together

the facts and the truth. Lawyer Schnee, who was retained by Lawyer Howell to represent Nalico International, also was aware of the res judicata in Lawyer Howell's 1981 papers to the Court also included the German weekly's discredited, repudiated garbage, and when Reichstein noted this despicable act in papers to the instant action Court, Lawyer Schnee feigned innocence by ridiculously pretending that there was no res judicata in the Maryland case B-81-1143, per se, which flew in the face of knowingly ignoring the fact that petitioner was prejudiciously denied his right to adequately conduct discovery and that his initial, and only, interrogatories got each defendant's lawyer's intellect-insulting response which could only most charitably be called "Failure to Answer" but whose unseen objective was also to prolong, stall, stonewall, and lie, thereby to recklessly, unprofessionally, waste precious calendar time that defendants' lawyers wanted to do to increase their subrosa evil ghoulish scheme to wait-out the imminence of petitioner's death from cancer, which found more than passive acquiescence of the district court's bias and prejudice against this pro se litigant. According to information and belief the instant action district

court case is the first RICO fraud racketeering white collar lawsuit that embodies the participation of U.S. Department of Defense Directives and the U.S. Army Class I Allotment System which was set out in petitioner's complaint and which petitioner planned to refine and expand upon in his to have been amended complaint, which also suffered never coming into being by the district court's wrongfully premature Stay Order that unnecessarily created a legal "catch 22" situation for petitioner. Not a single element of defendants lawyers' reference to Summary Judgement

> "secures the just, speedy, and inexpensive determination of every action"

could apply to that which petitioner has been prejudicially subjected to in the district court, and to which the Court of Appeals for The Third Circuit approved. See: Anderson v. Liberty Lobby, Inc. 106 S. Ct. 2505, 477 U.S. 242, 91 L.Ed.2d 202.

> "Trial court should not act other than with caution in granting summary judgement where there is reason to believe that the better course would be to proceed to a full trial."
> "Substantive law will identify which facts are material for purposes of summary judgement, as only disputes over facts that might affect the

> outcome of the suit under the governing law will properly preclude the entry of summary judgement; factual disputes that are irrelevant or unnecessary will not be counted."

Fed. Rules Civ. Proc. Rule 56(c), 28 U.S.C.A.

> "Summary judgement will not lie if the dispute about a fact is 'genuine,'" i.e., if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.—Id.

In both: Lujan v. National Wildlife Federation, 110 S. Ct. 3177, 497 U.S. 871 L.Ed.2d 695.

> "Summary judgement must be entered, after adequate time for discovery and upon motion, against party who fails to make showing sufficient to establish the existence of element essential to the party's case and on which that party will bear burden of proof at trial. Fed. Rules Civ. Proc. Rule 56(c), 28 U.S.C.A." (Petitioner's emphasis)

And in: Celotex Corporation v. Catrett, 106 S.Ct. 2548, 477 U.S. 317, 91 L.Ed.2d 265.

> "The precursor for the progression of the lawsuit to summary judgement lies in 'adequate time for discovery.'"

Since the district court's unjustified Stay Order aborted petitioner's discovery before it even got started beyond his first interrogatory, petitioner was effectively blocked from effectuating discovery to an even minor degree, save to be forced to

become the victim of defendants' lawyers' déclassé crude evasions, excuses and unspeakable lies in their responses to petitioner's interrogatories and traducement of the discovery rule requisites, coupled with the court's biased stay order that totally suffocated petitioner's ability to try to approach enhancing his instant action legal position.

> "U.S. Dist. Col. 1986. Credibility determinations, weighing of evidence, and drawing of legitimate inferences from the facts are jury functions, not those of a judge, whether his ruling is on motion for summary judgement or for directed verdict; evidence of the nonmovant is to be believed and all justifiable inferences are to be drawn in his favor. Fed. Rules Civ. Proc. Rules 56(c), 28 U.S.C.A. Anderson v. Liberty Lobby, Inc., 106 S.Ct. 2505, 477 U.S. 242, 91 L.Ed.2d 202." (Petitioner's emphasis)

The court's bias, animus and prejudice delineated herein, while stressful physiologically as well as legally, has also undermined the appearance of neutral American justice.

The Court, having wrongfully denied petitioner's motion for leave of the court to amend his complaint, inequitably, preferentially relied consistently only on defendant's lawyers specious conclusions, and self serving hypotheses, of just what the contents of his amended complaint would contain, which

meant that defendants' lawyers had pre-authorized a still unwritten petitioner amended complaint in which the court wrongfully concurred simply because the defendants' lawyers were licensed by the State of Delaware; it did not inhibit the court to accept these same lawyers Schnee, Theuer, Semple and Bonkowski views, whose record in instant action of violations of the Federal Rules of Civil Procedure, Local Rules of Civil Practice, Statutes, and professional ethic canons as unchallengeable on the subject of amending petitioner's complaint.

> "Leave to amend pleadings under rule 15(a) should be freely given" which the court has wrongfully denied to petitioner, only because he is pro se, and the substance of his complaint goes beyond the "run of the mill" simple variety.

Petitioner's reliance on Keystone Ins. Co. v. Houghton, 863 F.2d 1125 (3rd Cir. 1988) was one of two legal statutory bases of his complaint from onset, and accordingly identified the development of petitioner's October 18, 1989 meeting with Woodward in Washington, D.C., into petitioner's Affidavit dated 5th November 1990 (APP. [6]), whose compendium of events vis-a-vis Woodward's conduct over a span of years commencing with his December 20th, 1986 voluntary telephone call alerted

petitioner to some trouble to both our agency and to Woodward personally, otherwise there would not have been the need for Woodward to have unexpectedly called seeking forgiveness for his faithless acts and broken trust petitioner had unreservedly placed in him, and which did constitute a civil RICO action predicate act.

The final civil RICO action predicate act took place on October 18, 1989 during petitioner's face-to-face meeting with Woodward in Washington, D.C. at the Madison Hotel, when Woodward said that he wanted "ole Stuie" to again become active in our partnership in Europe, inter alia.

Woodward then proceeded to reveal the details and date that he demised his general agent's contract with North American Life Insurance Company of Chicago, and he volunteered,

> "I see the wrong that I did and I promise to make it up to you."

Thusly, petitioner authentically learned for the very first time, when and how the Woodward General Agency contract with North American Life Insurance Company of Chicago had been clandestinely eliminated, and parallel-wise so also had

petitioner's July 6th, 1959 Agreement with Robert W. Woodward that embodied petitioner's one-half interest in the Woodward General Agent Contract with North American Life Insurance Company of Chicago.

Defendant's lawyers had realized the obvious on October 17, 1990, that the Court had an unspoken agenda to deny petitioner, because he was pro se, equal protection under the fourteenth amendment to the Constitution of the United States of America, thenceforth embarked on their own calculated uninhibited misleading, wholly apocryphal statements, and violations of the Federal Rules of Civil Procedure, Local Rules of Civil Practice, and statutes—none of which drew any criticism or punitive action from the court. Defendants' lawyers' fictional self-serving, specious, attacks on petitioner's legal position went ignored by the court while the court's unjustified, incredibly premature, stay order choked-off any riposte that would have clarified, expanded, and refined the "catch 22" situation the stay order the court wrongfully created. The court did everything it could under the guise of judicial authority to belittle petitioner's zealous efforts to intelligently and comprehensively present his

case in understandable legal terms–and, where not belittled petitioner's position collided with a deliberate misreading by the court of the Federal Rules, Rule 4.(j), to petitioner's detriment. That Woodward, at times, when his mind is not too blurred by narcotics ingestion, had provided defendants' lawyers with all the information on his massive white collar RICO racketeering fraud, so defendants' lawyers Schnee, Theuer, Bonkowski, Tweardy and Semple's individual and collective feigned inability to grasp and comprehend petitioner's legal position vis-a-vis the Racketeer Influenced and Corrupt Organizations Act 18 U.S.C.A. 1960-1964(c) that exactly applied to Defendants' ongoing, active and contributing roles in their Racketeer white collar RICO fraud perpetrated and sustained against petitioner. Petitioner exhausted the defendants as sources of cognate information needed to explain Woodward's massive RICO racketeering fraud because they deliberately, deceitfully blocked and which thereby confined petitioner to suppositional deductive dates and names until the face-to-face meeting with Woodward on the 18th of October 1989 in Washington when petitioner authentically learned directly from Woodward, for the

first time, how and when and with whom Woodward's RICO racketeering fraud was secretly arranged and implemented in mid-July 1962, thereupon concealed, and covered-up. Woodward stated, freely, on October 18, 1989, that he and his North American Life and, or, merged All American Life, officers, president Charley Ashbrook, vice presidents Les Copeland, Buck Rogers, and Leroy Phelps conspired in mid-July 1962 to defraud petitioner, and then implemented their covert RICO racketeering fraud by creating the new general agency in Fred Beardsley's name, to replace the Woodward General Agent Agency contract with North American Life, that Woodward and the said North American Life officers secretly demised, and therewith fraudulently, secretly, transferred all of our, the Woodward Agency, agency's cash on had, earned and unearned premiums commissions, North American stock and stock warrants, and each sales agent's contract to the newly created Beardsley General Agency; Beardsley thereupon executed an irrevocable assignment of all income from North American Life to Woodward, which North American promptly implemented, and which continues to this date inasmuch as ninety nine

percent of all life insurance premiums for policies sold to U.S. Armed Forces personnel are paid via the U.S. Army Regulation 210-7 and U.S. Department of Defense Directive Number 1344.7 Class I Allotment. This means that a monthly deduction of one twelfth of the annual premium is deducted from the insured's pay which is then transmitted to the insurance company, which then deducts the general agent's commissions for transmittal via interstate mail or bank wire transfer to the general agent. Under this unique system it is realistic to see that a policy could extend for the duration of an insured's military career service; also, for example: either the twenty or thirty year pay plans, ordinary, term, or annuity type policies, sold in 1964 would continue in force to this date in 1994, thusly, the continuous function of the Army's allotment system established the quintessential requisites to support a RICO claim under 18 U.S.C. Section 1962 as set forth in Sedima S.P.R.L. v. Imrex Co., 473 U.S. 479, 105 S.Ct. 3275, 87 L.Ed.2d 346 (1985) are:

> (1) the conducting of, (2) an enterprise, (3) through a pattern, (4) of racketeering activity. And, for a private plaintiff, an additional element, injury to plaintiff's business or property

> is necessary to confer standing. Marshall-Silver Constr. Co., v. Mendel 835 F.2d 63, 65 (3rd Cir. 1987)(citing Sedima, 473 U.S. at 496, 105 S.Ct. at 3285).

Accordingly, Keystone Ins. Co. v. Houghton, 863 F.2d 1125 (3rd Cir. 1988) at 1125, 2. Limitations of Actions,

> "Generally claim accrues in federal cause of action as soon as potential claimant either is aware, or should be aware, of existence of and source of injury, not when potential claimant knows or should know that injury constitutes a legal wrong."

applies to Woodward's December 20, 1986 unsolicited telephone call that alerted petitioner to some trouble to both our agency, and to Woodward personally, otherwise there would not have been the need for Woodward to have unexpectedly telephoned expressing contrition, and having turned over a new leaf as a born again Christian seeking petitioner's forgiveness for having been unfaithful to the trust petitioner had placed in him, and that more was yet to be heard from Woodward about his faithlessness to petitioner's unreserved trust, which did constitute a civil RICO action predicate act. The final civil RICO action predicate act took place on October 18, 1989 during petitioner's personal meeting with Woodward, who said

that he wanted "ole Stuie" to become active again in our partnership in Europe, and he proceeded to reveal the details and the date he demised his general agent's contract with North American Life Insurance Company of Chicago; he then volunteered: "I see the wrong that I did, and I promise to make it up to you." Thusly, petitioner authentically learned for the very first time, when and how the Woodward General Agent contract with North American Life Insurance Company of Chicago had been clandestinely eliminated, and parallel-wise so also had petitioner's July 6, 1959 Agreement with Robert W. Woodward that had embodied petitioner's one-half interest in the Woodward General Agent contract with North American Life Insurance Company of Chicago.

In Keystone Ins. Co. v. Houghton, 863 F.2d 1125 (3rd Cir. 1988) at 1126:

> "The rule that we announce provides that the limitations period for a civil RICO claim runs from the date the plaintiff knew or should have known that the elements of a civil RICO cause of action existed, unless as a part of the same pattern of racketeering activity, there is further injury to the plaintiff or further predicate acts occur which are a part of the same pattern. In that case, the accrual period shall run from the time when the plaintiff knew or should have

know of the last injury or the last predicate act which is part of the same pattern of racketeering activity. The last predicate act need not have resulted in injury to the plaintiff but must be part of the same 'pattern'."

At 1131:

"The Act provides an example of a continuing offense for purposes of computing the time at which the statute of limitations begins to run. The 'nature of the crime' is such that Congress must assuredly have intended that it be treated as a continuing one." Toussie v. United States, 397 U.S. 112, 115, 90 S.Ct. 858, 860, 25 L.Ed 156 (1970). The language of the Act, which makes a pattern of conduct the essence of the crime, "clearly contemplates a prolonged course of conduct." Id. at 120, 90S.Ct. at 863."

"A similar analysis applies in the parallel civil RICO context. It is the continuing nature of the violation which distinguishes a RICO claim from claims arising simply from a predicate act which requires the rule we announce."

Consequently, to illustrate: policies written by our agency before Woodward's confession in October 1989 to his 1962 RICO racketeering fraud act, and subsequent years' issued policies, which have neither been cancelled, nor on which beneficiary death benefit claims have been paid, would readily see only the insureds remaining of the active premium paying roster, in addition to the new insureds who are added each

month. On this subject North American Life and All American Life not only turned down requests for specific data on this important point circa 1980, i.e., the number of policies by type in each initially issued year which would have provided a reliable gauge to the projected terminative dollar volume for the upcoming decade based on the previous norms ratios, but All American Life Vice President-Counsel Michellotti personally informed petitioner and his counsel Bertram A. Stone, Esquire, on December 15, 1980 that Woodward was their General Agent for Europe. From the history of the Woodward Agency's annual average income, the uninterrupted continuing nature of Woodward's white collar racketeering RICO fraud action is the very essence of the RICO claim; the U.S. Army's allotment system is the perfect model for prolonged and overall compliancy with:

> "(1) the conducting of, (2) an enterprise, (3) through a pattern, (4) of racketeering activity,"

which consequently fraudulently eliminated Reichstein's one-half ownership of the Woodward General Agent Agency whose contract with North American Life was clandestinely demised by Woodward and his North American Life officer confederates

at a huge business injury to petitioner.

The District Court erred in considering the defendants' lawyers' request for summary judgement because the Federal Rules of Civil Procedure, Rule 56.(c) precise requisites are:

> "that the judgement sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to material fact and that the moving party is entitled to a judgement as a matter of law." (Petitioner's emphasis)

Apart from the clear fact that there is the obviously inherent genuine issue of material fact, there is also the fact that the Court's wrongful stay order blocked petitioner's interrogatories to the first set, whose defendants' lawyers' answers were so flagrantly evasive, incomplete, and false as to be classified as non-answers "refusal to answer under subdivision (a)(3) of Rule 37(a)" while the stay order blocked depositions from even getting started of the seventeen persons stateside and overseas.

REASONS FOR GRANTING

The lower court's files and its docket register incompletely bear out petitioner's Statement of the Case, yet that which could not be delineated in any written paper to the court was its unwrit-

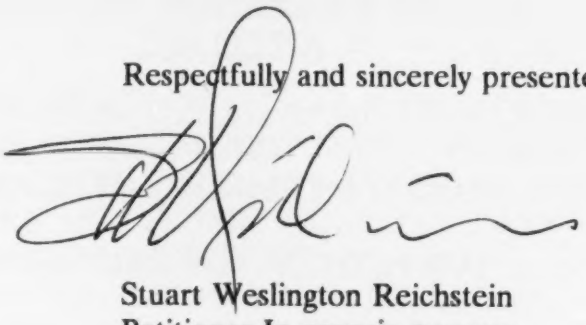
ten, unstated, amorphous, biased, prejudiced and discriminatory court climate against this pro se obviously simply because of his pro se status as a plaintiff litigant, which clearly began with defendant Nalico International's Lawyer Schnee's May 7, 1990 filing of his In-Default Entry of Appearance, a willful violation of the Federal Rules of Civil Procedure and the Local Rules of Civil Practice forty days after Nalico International was legally served, with evident court impunity, if not official encouragement, by the Deputy Clerk of the Court. On or about May 4, 1990 Lawyer Schnee discussed with Deputy Clerk of the Court, Mr. Blackwell, his prior acceptance as bona fide and timely, Mr. Schnee's plainly In-Default Entry of Appearance on May 7, 1990, that readily established the court's undisguised bias and animus toward this pro se which indelibly registered on every respondent defendant's lawyer's mind and consequently fashioned their deceitful and scoff-law attitudes and conduct against pro se petitioner, which have been individually designated and described in the foregoing Statement of the Case, in appended affidavits and court transcript, and do come within the ambit of meeting the requisite elements for Writ of

Certiorari.

CONCLUSIONS

For all of the reasons delineated in this Petition this Court ought grant petitioner's Writ of Certiorari.

Respectfully and sincerely presented,



Stuart Weslington Reichstein
Petitioner In propria persona

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 93-7248

STUART WESLINGTON REICHSTEIN,
APPELLANT

v.

NALICO INTERNATIONAL; ET AL.

SUR PETITION FOR REHEARING

PRESENT: SLOVITER, CHIEF JUDGE
BECKER, STAPLETON, MANSMANN, GREENBERG,
HUTCHINSON, SCIRICA, COWEN, NYGAARD, ALITO,
ROTH AND LEWIS, CIRCUIT JUDGES.

The petition for rehearing filed by appellant in the above entitled case having been submitted to the judges who participated in the decision of this court and to all other available circuit judges of the circuit in regular active service, and no judge who concurred in the decision having asked for rehearing, and a majority of the circuit judges of the circuit in regular active service not having voted for rehearing by court in banc, the petition for rehearing is denied.

BY THE COURT,
s/Carol Los Mansmann
t/Carol Los Mansmann

NOV 30 1993

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 93-7248

STUART WESLINGTON REICHSTEIN,
Appellant

v.

NALICO INTERNATIONAL; NALICO EUROPE S.A.; ROBERT W. WOODWARD; MASSACHUSETTS GENERAL LIFE INSURANCE COMPANY; ALL AMERICAN LIFE INSURANCE COMPANY

Appeal from the United States District Court
for the District of Delaware
(D.C. Civ. no. 90-00133)
District Judge: Honorable Joseph J. Farnan, Jr.

Submitted Under Third Circuit LAR 34.1 (a)
October 19, 1993
Before: MANSMANN, GREENBERG and NYGAARD,
Circuit Judges.

JUDGEMENT ORDER

After consideration of all contentions raised by the appellant, it is
ADJUDGED AND ORDERED that the judgement of the district court be and is hereby affirmed.

Costs taxed against the appellant.

BY THE COURT,
s/Carol Los Mansmann
t/Carol Los Mansmann

Attest:
Chief Deputy Clerk
October 22, 1993

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

STUART WESLINGTON REICHSTEIN, Plaintiff, v. NALICO INTERNATIONAL CORP., NALICO EUROPE S.A., ROBERT W. WOODWARD, ALL AMERICAN LIFE INSURANCE COMPANY, and MASSACHUSETTS GENERAL LIFE INSURANCE COMPANY, DEFENDANTS.	Civil Action No. 90-133-JJF

ORDER

At Wilmington this 30th day of March, 1993 for the reasons set forth in the Memorandum Opinion issued this date,

IT IS HEREBY ORDERED that this action is dismissed without prejudice as to Defendants Nalico Europe, S.A. and Robert W. Woodward.

s/Joseph J. Farnan, Jr.
t/Joseph J. Farnan, Jr.
United States District Judge

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

STUART WESLINGTON REICHSTEIN, Plaintiff, v. NALICO INTERNATIONAL CORP., NALICO EUROPE S.A., ROBERT W. WOODWARD, ALL AMERICAN LIFE INSURANCE COMPANY, and MASSACHUSETTS GENERAL LIFE INSURANCE COMPANY, DEFENDANTS.	Civil Action No. 90-133-JJF

ORDER

At Wilmington this 30th day of March, 1993 for the reasons set forth in the Memorandum Opinion issued this date,

IT IS HEREBY ORDERED that :

1. This action is DISMISSED

2. All pending motions are DENIED as moot.

s/Joseph J. Farnan, Jr.
t/Joseph J. Farnan, Jr.
United States District Judge

STATE OF MARYLAND)
) SS
COUNTY OF MONTGOMERY)

AFFIDAVIT

* * * * * * * * * * *

I, Stuart Weslington Reichstein, being duly sworn, do hereby swear, in order to illumine the extreme degree of Defendant Nalico International Corporation's Lawyer Carl Schnee's false and misleading as well as revealing hitherto concealed vital information contained in his June 29, 1993 Appellee's Answering Brief, to which Petitioner accordingly exposes, viz:

> At page 12: "Thus, Mr. Reichstein discovered (or should have discovered) his injury in 1962. He certainly knew that he had not received his portion of the commissions by December 1980 when he confronted the officers of Nalico and All American Life about the matter."
>
> EXPOSÉ: The supra statement is dichotomous, with mutually exclusive dates despite Lawyer Schnee's desperate grammatical effort to hypothetically link the two dates, one of which had never existed; specifically, there was no injury in 1962, hence there was no need for any discovery. Apropos to Petitioner not having received commissions by December 1980 Lawyer Schnee knew for a fact, or should have known from the records of Defendants Nalico International, Nalico

Europe, S.A., and Woodward, that Petitioner Reichstein never received any commissions, agency earnings, or repayment of Reichstein's initial seed money capital investment or subsequent infusion to maintain and expand the agency's operations in Europe commencing in July 1959 to this day, in the total amount of two hundred ninety thousand dollars.

The annexed photograph [ ] depicts Petitioner addressing the 1962 Annual Woodward Agency sales agents meeting in Frankfurt am Main, Germany, from the United Kingdom, France, Spain and Germany; seated at Reichstein's left: North American/All American Life's Vice President Buck Rogers, Woodward, and Mrs. Woodward.

At page 13: "In September 1980, Mr. Reichstein's attorney sent a letter to All American Life demanding that the Woodward Agency commission be paid directly to Mr. Reichstein."

EXPOSÉ: Bertram A. Stone, Esquire's September 19, 1980 letter is totally antipode to Lawyer Schnee's statement: viz., "Kindly furnish this office with a transcript of transactions with Woodward Agency from 1959 to date. Also, advise what commissions are being held in the agency account per instructions from Mr. Reichstein."

At page 13: "He investigated his failure to receive his share of the commissions and learned that All American Life was paying full commissions to Mr. Woodward or one of his companies."

EXPOSÉ: Clearly, Lawyer Schnee's Freudian slip, "paying full commissions to Mr. Woodward or <u>one of his companies</u>."

revealed and confirmed, for the first time in this lawsuit that Woodward owned both Nalico International Corporation and Nalico Europe, S.A. Accordingly, that which Lawyer Schnee and All American Life's Lawyer Semple concealed vis-a-vis Woodward's ownership of the two Nalicos, effectively blocked Petitioner from presenting this crucial subject as still another feature bringing it within the ambit of

THE SUPREME COURT OF THE UNITED STATES

Syllabus

Sedima, S.P.R.L. v. Imrex Co., Inc, et al.

Certiorari To The United States Court of Appeals

For the Second Circuit

No. 84-648. Argued April 17, 1985 — Decided July 1, 1985

> "Section 1962, entitled "Prohibited Activities," outlaws the use of income derived from a 'pattern of racketeering activity' to acquire an interest in or establish an enterprise engaged in or affecting interstate commerce; the acquisition or maintenance of any interest in an enterprise 'through' a pattern or racketeering activity; conducting or participating in the conduct of an enterprise through a pattern of racketeering activity; and conspiring to violate any of these provisions."

Woodward had secretly established these two

enterprises, Nalico International, and Nalico Europe, both engaged in interstate and international commerce, with money Woodward derived from his massive racketeering RICO fraud that Woodward perpetrated on Reichstein, which Woodward concealed and then covered-up with the help inter alia of Woodward's lawyer H. Thomas Howell, Esquire; and while Nalico International and Nalico Europe are participating in the conduct of their respective enterprise(s) through a pattern of RICO ongoing racketeering fraud activity with each other and with Woodward jointly, and with Massachusetts General Life Insurance Company, and with All American Life Insurance Company.

Accordingly, Defendant Woodward is ineluctably in violation of 18 U.S.C. Section 1962.

s/Stuart Weslington Reichstein
Stuart Weslington Reichstein

Subscribed and sworn to this 26th day of April 1994, before me, a Notary Public.

JONI E. MERENDINO
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 2, 1996

AFFIDAVIT

* * * * * * * * * * *

County of Montgomery
State of Maryland

I, Stuart Weslington Reichstein, being duly sworn, do hereby depose, and say:

1. That Robert W. Woodward telephoned me on or about December 20th, 1986 seeking my forgiveness for having been unfaithful to the trust I'd placed in him. I asked Robert why the sudden confession? He said he was a born again Christian and must tell the truth. I made it clear to that before my forgiveness was forthcoming there would have to be a face-to-face meeting; he said he would be in touch for a date and place.

2. It wasn't until May 16, 1987 that Robert again telephone, and, sounding very upset in a high pitched voice, said that he needed my help – the only person who had been his true friend, and would I please come to the Leven University Hospital, in Leven, Belgium, because he was very sick (l'Hospital Universataire de Leven).

3. I met Robert in the Leven University Hospital on May 22, 1987. Robert assured me that he would have my name added to every business activity and connection, including the banks, as one half partner, and that we would do the best he could to make things up financially to me. To my question: "what is your ailment?", he said: blood problems. Of course, this was a lie because he was being treated for narcotics addiction, which was most obvious.

4. Robert never followed through as promised.

5. On October 17, 1989, Robert telephoned as though we'd last spoken the day before, saying that he would like to meet me the next day in Washington, DC, tomorrow at the Madison Hotel between 6 and 7 PM. I asked for what purpose? Robert said, for "ole Stuie" to become active in our partnership in Europe. I met Robert at 6:50 PM in the Madison Hotel lobby on the 18th of October. Robert said that he was having his Swiss lawyers prepare the necessary paper work to "make everything legally correct" which would show his good intentions and sincerity. Whereupon, I said that I would

accept and believe this when I will have read the Swiss lawyers papers. Robert tried to convince me that he was a "new man" now, and very legitimate. In the thirty-five minutes or so, meeting with Robert, he was exceedingly nervous, in high pitched voice, and sweating profusely–occasioning his order of a pitcher of water from the Coffee Shop which he drank up. Noting Robert's conciliatory, rational, frame of mind, and not to let this unexpected meeting pass fruitlessly, I asked Robert, repeating his new legitimacy, when and with whom he dealt at North American Life to end the Robert W. Woodward General Agent Contract and substitute Nalico International Corporation as the General Agent? Robert laughed and said that there couldn't by any corporation or company as a General Agent because it was prohibited by Department of Defense Regulations; Robert glibly added, that his replacement General Agent was Freddie Beardsley, which was easy to do when the President and three Vice Presidents of North American Life, Charley Ashbrook, L. L. Phelps, Les Copeland, and Buck Rogers approve and OK it. That the ending of Robert's

General Agent Contract took place in mid-July 1962. Asked whether Robert was sure of the date, he said that he was positive, and that the records would verify it. When I asked Robert why he would have done such a terrible thing to me, he nonchalantly replied, because we thought that you would be dead by the end of the month—you were in the cardiac clinic, remember, and that Robert didn't want Ursula (Mrs. Reichstein) telling me how to run the business. But, said Robert, "I see the wrong that I did, and I promise to make it up to you." Robert got up, did not shake hands, and headed for the street door, and entered a taxi.

6. On December 12, 1989, Robert telephoned, trying to explain the Swiss lawyers' delay; I asked the lawyers names, whom Robert declined to identify. Robert said he was at the Raddison Hotel in Minneapolis and was seeking medical treatment at the Mayo Clinic, in Minnesota, and would let me know when everything was ready from the Swiss lawyers for my approval and signature within the next few days. Robert telephoned on Christmas Day, wished us a Merry Christmas and

hung up.

7. Robert telephoned on February 13th, 1990, and invited me to meet with him "right away to get this thing done" at the Metrodome Hilton Hotel in Minneapolis, which I did do on the 22nd of February 1990, in the lobby by the fireplace at the far side of the lobby. When I approached Robert, who was seated, he got up and started to scream, "you're spying on me–who asked you to come here–I hate you–why ain't you dead yet–et cetera in the same repugnant metaphor, whereupon, Robert ran to the elevators and disappeared. I had not said one word to Robert.

8. I authentically learned for the first time on October 18th, 1989 (Par. 5, Page 3, Line 6, supra) of when and how the Woodward General Agency contract with North American Life Insurance Company of Chicago, was eliminated, and parallel-wise so, also was my July 6th 1959 Agreement with Robert W. Woodward that embodied my one-half interest in the Woodward General Agent Agency contract with North American Life Insurance Company of Chicago.

s/Stuart Weslington Reichstein
t/Stuart Weslington Reichstein

Subscribed and sworn to this 5th day of November, 1990, before me, a Notary Public.

s/Susan Martin
t/Susan Martin

My Commission expires:
11/01/93

MAY 3, 1991 HEARING TRANSCRIPT EXCERPT

THE COURT: With regard to the motion for default judgement, I'm going to deny that at the present time, because there's nothing in the record to indicate that service – that I had personal jurisdiction over these people. And so the motion for default is denied.

MR. REICHSTEIN: Yes, sir.

THE COURT: It could possibly be renewed at another time, if and when we – if and when we ever solve the question of personal jurisdiction.

MR. REICHSTEIN: Yes, sir.

THE COURT: With regard to the two issues on this morning's agenda for service under Rule 4, let me hear from the other side.

MR. BONKOWSKI: Good morning, Your Honor, Mike Bonkowski. I'm here for the Nalico and

Woodward Defendants. We have no knowledge to date of service being made on either Nalico Europe or Mr. Woodward, and from our perspective it's simply a matter of what the rule allows. It's been a long time. The case started in March of '90. It may or may not be true, when we see a translation of the service that has been presented.

THE COURT: You obviously don't speak French either.

MR. BONKOWSKI: No, I don't, maybe a little Polish. But from our perspective we need to see that. As to Mr. Woodward, I think, the dismissal has to be entered. So the time runs on and there's no end in sight.

THE COURT: Yes, all right. Anything else from anybody on this matter? The motions for summary judgement and motions to

dismiss are now under advisement. We've received all the briefs on that. There is a stay on everything in the case, except for the translation that I would like to receive.

MR. REICHSTEIN: Yes, sir.

THE COURT: How long will it take you to do that?

MR. REICHSTEIN: I could have it on your desk Monday or Tuesday.

THE COURT: Okay. If there's nothing further before the Court, we stand adjourned.

(Court recessed at 9:30 a.m.)"